



JANSSEN
INSURANCE

DRIVING PEACE OF MIND FOR OVER 25 YEARS



EliteCover⁺
With ROADSIDE

CONSUMER GUARANTEES ACT (CGA)

You have certain rights under the CGA. These rights are expressed as a series of guarantees.

The principle guarantees applicable to the vehicle covered by this policy are that the vehicle must be of acceptable quality, fit for any particular purpose (you asked about or were told about) and matches any description given with the vehicle. In some circumstances the manufacturer or importer must also guarantee that spare parts and repair facilities are available for a reasonable time after the vehicle is sold to you.

Acceptable quality means goods do what they are made to do, are acceptable in appearance and finish, are free from minor defects and are safe and durable. What is reasonable and acceptable depends on what a reasonable consumer would think was acceptable based on the nature of the goods, the price paid and any statement that may have been made about the goods. If your vehicle fails to comply with any guarantee under this Act, you may require that the dealer remedies the failure within a reasonable time. You must give the dealer the first opportunity to remedy the failure – as long as the dealer complies with its obligations under the CGA, if you have the failure remedied elsewhere you will not be entitled to obtain your costs from the dealer. If the failure is of a substantial character, you may reject the vehicle within a reasonable time and choose to have either a refund or replacement. You may also be entitled to compensation for any other reasonably foreseeable loss or damage. If the dealer fails to comply with its obligations under the CGA, you may have the failure remedied elsewhere and obtain all reasonable costs incurred in having the failure remedied from the dealer.

Protection under this policy is additional to the rights you have under the CGA.

COMPARISON CHART		
<i>The following is a summarized comparison between the cover (guarantees) provided by the Consumer Guarantees Act (CGA) and the cover provided by Mechanical Breakdown Insurance (MBI)</i>		
Risk to consumer	CGA response	MBI response
Wear and Tear	No cover (as long as vehicle is of acceptable quality)	Covered subject to policy conditions
Dealer no longer in business	Cover in very limited circumstances	Covered subject to policy conditions
km limit	What a reasonable consumer would expect based on factors described above	No km limit
Fault or failure	Dependant on specific circumstances – discuss with dealer	Covered subject to policy conditions
Fault diagnosis	Dependant on specific circumstances	Motor repair specialists with expert fault diagnosis
Dispute Resolution	Disputes Tribunal or Court	Established complaint procedure with access to IFSO (free service)
Out of Town breakdown	Dependant on specific circumstances – discuss with dealer	Free 24 hour helpline. Referred and or towed to an approved repairer. If repair more than 24 hours Accommodation costs, Rental car costs, Return home costs, Vehicle repatriation costs. Subject to policy conditions.
Flat battery, Locked out of car, Lost keys, Flat Tyre, Out of Fuel	No cover	Free 24 hour helpline. All covered by NZRA
How do you know what your rights are?	Consumer websites and / or review the CGA	Plain English wording. Friendly claims service.
Commercial and business use	Dependant on nature of specific vehicle and whether the CGA has been contracted out of.	Certain business use covered subject to policy conditions
Contact Postal Address	Janssen Insurance Limited, PO BOX 14 764, Panmure, Auckland 1741 email: info@janssens.co.nz	
Physical Address	Janssen Insurance Limited 4c Pacific Rise, Mount Wellington Auckland 1060	
Phone Numbers	All enquiries 0800 526 7736 (0800 JANSSEN) NZRA 0508 4 ROADSIDE (476 237)	
Your rights of cancellation	You may cancel this policy by giving notice of cancellation to Janssen Insurance Limited at the contact details set out above within 14 days from date of agreement. Full details are in the policy document	

COOLING OFF PERIOD

You can cancel this Policy within 10 working days after the date on which you purchased the Policy by giving us notice of cancellation. In addition, if we have failed to comply with our disclosure requirements relating to this Policy, you may cancel at any time. In any case where you are entitled to cancel this Policy, you can give us notice of cancellation in writing by post or email, or in person by visiting our office. Upon cancellation within this 10-day cooling off period we will provide you with a full refund of the premium you have paid.



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Dear Motorist,

Congratulations on the purchase of your vehicle and welcome to the protection of Janssen Insurance Limited Mechanical Breakdown Insurance. This policy is designed to protect you against any unforeseen mechanical or electrical failures. Please note this is not a vehicle maintenance warranty.

This policy has been written so that you can understand what is covered, what your obligations are, and the procedure to be followed if a breakdown occurs. Please read this policy carefully and call us if you have any queries.

This policy is administered by Janssen Claims Administration. All communications relating to claims or queries should be directed to:

Janssen Insurance Limited

0800 526 7736
(0800 JANSSEN)

Happy Motoring

Janssen Insurance Limited

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YOUR COVER

We agree to insure you subject to the terms, conditions, definitions and exclusions contained in the policy against Mechanical Breakdown of the insured vehicle during the Period of Insurance (shown on the Policy Certificate) for which you have paid or agreed to pay the premium.

CLAIM LIMITS AND EXCESS

Claim Limits

We will not pay more than the claim limit shown on the Policy Certificate up to a maximum of the total value of the purchase price of the vehicle as stated in the Policy Certificate, or the market value of the vehicle at the start of the cover period, whichever is lower.

The claim limits are inclusive of the following:

GST, Repairs, Assessments and Customer Care Package.

Excess

You must pay an excess for each and every failure presented as a claim. The excess applied will be that shown on the Policy Certificate.

CLAIM ENTITLEMENT

Janssen Insurance Limited will pay the reasonable cost to repair covered components during the period of insurance if your vehicle has suffered a sudden or unforeseen mechanical or electrical breakdown.

ADDITIONAL BENEFITS

If the vehicle suffers a mechanical breakdown during the period of cover, the following benefits are covered:

1. Customer Care Package
2. Roadside Assist

CUSTOMER CARE PACKAGE

1. Car Hire \$500

In the event of a breakdown for repairs taking longer than 48 hours (excluding weekends and public holidays), we will reimburse you for the cost of a hire car, excluding the cost of petrol, insurance and kilometre charges and limited to \$500 for each claim. The 48 hours begins when Janssen Insurance Limited has accepted the claim and has authorised the repairer to begin repairs. This extension does not apply where the vehicle is an imported second hand vehicle and the delay is caused by a part or parts which are unavailable in New Zealand.

2. Towing \$500

In the event of a breakdown, we will cover the cost of towing the insured vehicle from the point of breakdown to the nearest authorised repairer. The maximum payable under this extension is \$500 for each and every claim.

3. Hotel / Motel Accommodation \$500

In the event of a breakdown of the vehicle we will pay for the cost of hotel/motel accommodation if the breakdown occurs 100kms or more from your residence. This cover only applies in respect to you and relates purely to unforeseen accommodation costs and not to other costs such as food, drink or telephone calls.

4. Credit Payments \$500

In the event of a breakdown taking longer than 30 days from the date of authorisation of the repair, we will pay the cost of credit payments in relation to the vehicle's finance (if applicable), to a maximum of \$500 for each claim.

5. Audio Cover

Original factory equipment.

ROADSIDE ASSIST 24 hours a day / 365 days a year

The Roadside Assistance benefit provides you with unlimited call outs per year with no dollar limit on road services (limited to one call out, per event). You and any person named on the policy certificate can receive assistance in any of the following situations:

FREE Flat Battery /Jump Start: If a battery replacement is required, this can be done in conjunction with your nearest Authorised Repairer network.

FREE Lost/Locked Keys: Unlock the vehicle or if appropriate transport the vehicle to the nearest place of repair.

FREE Flat Tyre Assistance: Assistance with changing a spare tyre, inflation and/or transportation of the vehicle to the nearest repairer.

FREE Out of Fuel: Delivery of 5 litres of petrol or diesel free of charge.

FREE Towing (excluding Accident): If the vehicle cannot be mobilised or accessed at the roadside (public roads only) Roadside Assistance will arrange for the vehicle to be transported to the nearest repairer or place of secure storage. Storage costs will be the responsibility of the caller. If at the time of the breakdown the vehicle was towing a trailer or sidecar, this will be transported to the nearest place of safety.

FREE Accident, Theft and Vandalism Advice: If the owner's vehicle has been immobilised due to an accident, theft or vandalism, Roadside Assistance will provide advice to the owner. Roadside Assistance can arrange accommodation, taxi, rentals etc., at the owner's expense.

FREE Operator Assistance: In the event of a breakdown, accident or medical emergency the operator can relay urgent messages to family, friends or business associates.

FREE Travel Direction: Should you become lost or require travel directions the operator can provide help and assistance on how to reach your planned destination.

The following exclusions apply to the Roadside Assistance benefit:

- Vehicles used in vehicle racing, rallies, speed or duration testing or any practice thereof.
- Situations where the vehicle is disabled by floods, snow affected roads, or is not accessible due to adverse conditions.
- Vehicles being bogged in off road conditions and not accessible by normal two or four-wheel drive recovery vehicles.
- Vehicles located off public roads (other than private residence), not accessible by normal two or four-wheel drive recovery vehicles.
- Any situation where you are not going to be with your vehicle when Roadside Assistance attends your call out.
- Vehicles not displaying a current vehicle registration certificate and warrant of fitness.

*** Please refer to your policy certificate for full terms and conditions.**

0508 4 ROADSIDE

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TERMS AND CONDITIONS

The indemnity provided in this Policy is subject to the following conditions:

1. The vehicle detailed in the Policy Certificate being a car or commercial vehicle (excluding hire vehicles and courier vehicles).
2. The cost of replacing defective or mechanically failed parts and including labour for the period detailed on the Policy Certificate. Please note this does NOT include cleaning and repairers' sundries such as freight, tolls, and serviceables.
3. Janssen Insurance Ltd reserves the right to source and supply their own replacement parts when repairs are effected.
4. All vehicles must have a current WOF and be Registered.
5. The servicing must be complied with as per the Servicing Terms/Service Checks on page 8, and all service tax invoices must be supplied.
6. Where repairs and invoices are not completed within 60 days from the date of the Claim Number being issued, Claims relating to those repairs shall be deemed invalid.
7. Janssen Insurance Ltd reserves the right to remove and transfer the vehicle to an authorised repairer at Janssen's absolute discretion.
8. You must provide us with full, truthful and accurate information at all times, including when applying for this insurance and when you make a claim under this Policy
9. Application for renewal: the current owner of the vehicle may apply for the renewal of this policy. Terms and conditions apply.

The Policy Certificate will be affixed to this policy book and/or emailed to the owner if an email address has been supplied as confirmation of this policy being lodged with Janssen Insurance Limited. Notice of cancellation will be posted to the insured's last address given to Janssen Insurance Ltd.

THIS POLICY DOES NOT COVER:

1. Routine maintenance servicing.
2. Any repair covered by another insurer.
3. Mechanical breakdown where the cause is the result of a manufacturing defect, incorrect fuel and oil use, corrosion or contamination of any kind, owner negligence or abuse, accident or impact damage, or consequential damage of any kind.
4. Any vehicle used in rally competitions, motor sport events, street racing, or if the vehicle has been modified from the manufacturers original specifications.
5. Any defect that results in mechanical breakdown, which was pre-existing at purchase date.
6. Any faults, damage, or consequential loss arising from errors, viruses, omissions or defects in any application or systems software, including computer scanning & diagnostics, coding or software updates.
7. Chassis, panel, paint work, accident damage, glass, wing/rear view mirrors, bulbs, upholstery or any cosmetic item.
8. Any previously faulty repair or defective workmanship and/or part(s).
9. Parts replaced during routine maintenance and tuning (including WOF and COF repairs) due to normal wear.
10. Brake, clutch and suspension components repaired or replaced due to wear and tear - these components are directly affected by driving habits and normal use and require periodic replacement as a matter of normal vehicle use and maintenance.
11. Batteries, exhaust systems, tyres, seat belts, door keys and remotes.
12. Fluid, lubricant loss, oil consumption that does not directly result in immediate consequential damage to the fundamental operations of the vehicle.
13. Repairs commenced or completed without Janssen Insurance Limited authorisation.
14. Any loss or damage or legal liability whatsoever directly or indirectly caused by or arising from:
 - a. Ionising radiation or contamination by radioactivity from an irradiated nuclear fuel, accident damage from nuclear waste or from the combustion of nuclear fuel.
 - b. Any occurrence consequent upon war and related risks, fire, earthquake, volcanic activity, tsunami or another seismic event.
 - c. War, invasion, acts of a foreign enemy, terrorism or hostilities (whether war is declared or not), revolution, insurrection, military or usurped power or confiscation or nationalism or requisition or destruction or damage to property by or under the order of any government, public or local authority.

VEHICLE SERVICING TERMS

The Insurance provided is subject to the owner complying with the following service requirements:

1. The first service must be completed within 12 months or 15,000 km (whichever occurs first) from the purchase date. Servicing thereafter is due every 12 months or 15,000 km (whichever occurs first) from the last service.
2. A full transmission service (including filter change) is required on all European vehicles upon reaching 80,000 km travelled and within 8 years from the date of manufacture (whichever occurs first). If 80,000 km or 8 years is reached between service intervals, the transmission service will then be required at the next service. If your vehicle has travelled more than 80,000 km or is older than 8 years at the time of purchase, you must complete the transmission service at the first service. As this is not a manufacturer's warranty, Janssen Insurance Limited service requirements may differ from the manufacturer.
3. The owner is solely responsible for retaining service information and upon request, these records and service tax invoices must be provided to Janssen Insurance Limited.
4. You must have your vehicle serviced at a recognised Service Facility.
5. The costs of servicing is at Your expense.

SERVICE CHECKS

As part of the service the following must be checked, replaced and attended to as necessary:

1. Change engine oil and oil filter.
2. Check and replace air filter as required.
3. Check all fluid levels and fluid conditions.
4. Check and replace fuel filters as required.
5. Check and inspect fan and auxiliary belts.
6. Check automatic transmission (service if required).
7. Inspect CV boots for wear and damage.
8. Check and pressure test cooling system, including hoses and coolant additive.
9. Cam Belts must be visually inspected and conform to manufacturers age and mileage guidelines for replacement. Failure to complete this will invalidate this policy. Please document on invoice.
10. Transmission service for European vehicles must include an oil and filter change. Please refer to the Servicing Terms above, requirement number 2.

POLICY TRANSFERS

This policy is transferable should the vehicle be sold privately. Transfer applications must be received via email to info@janssens.co.nz within 14 days of the vehicle's sale. Acceptance is subject to the servicing terms and conditions of this policy being met and the policy being claims free. The Policy can be transferred one time only.

CANCELLATION OF THIS POLICY

You may cancel this policy at any time and apply for a pro-rata refund.

Janssen Insurance may cancel this policy at any time and refund any unused premium terms and conditions.

Janssen Insurance Ltd will cancel your policy under the following circumstances and no refund will be given:

- On the expiry of the Period of Cover.
- Non- payment of premiums.
- Where information contained in the Policy Certificate is found to be false or fraudulent.
- Where a claim is made under fraudulent or false pretenses.
- Where the servicing requires have not been met within the guidelines listed on page 8 Serving Terms/ Service Checks.
- Where the total paid in claims exceeds the purchase price or market value which ever is the lesser.
- In the event of a total loss.

Cancellations: Valid cancellations and refunds are subject to terms and conditions of this policy being met and the policy being claims free. Calculated on a flat-line/pro-rata basis from the unused portion of the Insurance, based on the amount charged by the retailer (retail price), and the refund will be payed by the agent that you purchased this insurance from and calculated as follows:

$$y = p \times s / t$$

y - is the amount of the rebate of the consideration paid for the insurance.

p - is the amount of the consideration paid for the insurance.

s - is the number of whole months in the unexpired portion of the period for which the insurance applied.

t - is the number of whole months for which the insurance applied.

Direct Debit Premium Payment: Your EliteCover Insurance policy is an annual contract for the period of cover as shown on your Policy Document and premiums are calculated on such a basis. Where we have agreed to accept payment of premium by instalments:

- i. The policy remains an annual contract, and the period of cover will only be valid if you maintain your instalment payments.
- ii. We reserve the right in the event of a claim being made to require immediate payment of the balance of any annual premium outstanding, and/or we may refuse a claim if an instalment payment is overdue or cancel your policy due to non-payment of premium.
- iii. In the event of a total loss and/or paid to the limitation of the policy, we reserve the right to deduct any outstanding annual premiums from the final settlement amount.

NOTICES

DISCLOSURE OF INFORMATION

Your Policy records a contract of insurance between you and us (Janssen Insurance). The insurance application form is deemed to be incorporated in and forms part of this Policy. In providing you with this insurance, we have relied on the information that you disclosed to us. We have also relied on you to disclose any other facts material to this insurance as required by law. If we discover that all facts material to this insurance have not been disclosed, we have the right to alter the terms and premium of this insurance or to void this insurance from its inception.

Subject to the rights set out in the Criminal Records (Clean Slate) Act 2004, you are under a duty to disclose all material information to us whether the information is asked for or not.

YOUR PRIVACY

This Policy collects personal information about you to evaluate the insurance you seek. Janssen Insurance Limited and the underwriter, Quest Insurance Group Limited are the intended recipient of this information, but it may also be passed on to others. We may also obtain from others information relating to this insurance for underwriting or other insurance purposes. If you give us information about someone else, you confirm you've got their permission, and their information may be treated in the same way as yours. You have the right of access to, and correction of this information, subject to the provisions of the Privacy Act 1993. The information will be held at our office. The information may be used for the purposes of marketing by us.

INFORMATION

INSURANCE AND FINANCIAL SERVICES OMBUDSMAN

We are committed to providing you with a great customer experience. If you feel that we have let you down, please bring this to our attention by contacting us on 0800 526 773. If after working with a manager and we still do not get it right, we will escalate to our Complaints Resolution Panel. If we are unable to resolve your complaint, we will advise you in writing, you can choose to refer the matter to the Insurance and Financial Services Ombudsman Scheme (IFSO).

The underwriter, Quest Insurance Group Limited, is a member of the Insurance & Financial Services Ombudsman Scheme (IFSO Scheme). The IFSO is an approved dispute resolution scheme that is accessible, independent, fair, accountable, efficient and effective. It is a free service for our customers. If we are unable to resolve your problem, contact the IFSO Scheme. www.ifso.nz, email: info@ifso.nz, or phone: 0800 888 202

INSURER FINANCIAL STRENGTH RATING

The Insurance (Prudential Supervision) Act 2010 requires all licensed insurers to have a current financial strength rating that is given by an approved rating agency. The underwriter, Quest Insurance Group Limited, has been given a B (Fair) Financial Strength Rating by A.M. Best. The rating outlook is stable. The rating scale is:

A. M.	Best Rating Scale	B+	Good	C	Weak	F	In Liquidation
A+	Superior	B	Fair	D	Poor	S	Suspended
A	Excellent	C+	Marginal	E	Under Regulation		

Ratings from 'A+' to 'C' may be modified by the addition of plus (+) or minus (-) signs to reflect gradation of financial strength within the category. The rating scale above is in summary form. The full version of this rating scale can be obtained from www.questinsurance.co.nz

CLAIMS PROCEDURE

In the event of a Mechanical Breakdown (defined as an actual failure of an insured component) as detailed in this Policy due to sudden and unforeseen circumstances covered by this Insurance Policy, the owner must adhere to the following procedure:

OWNER:

1. **Contact Janssen Insurance Limited.** When you present your vehicle for repair ensure that you take this Insurance Policy with you and **request the repairer to contact Janssen Insurance Limited PRIOR** to any work being commenced on the vehicle.
2. This Insurance Policy does not cover the cost of diagnosing and computer scanning.
3. Prior to the acceptance of a claim, copies of all service tax invoices will be required. If service documentation is not provided, the claim will not proceed until such a time as we have received and accepted this information.
4. Ensure that your repairer complies with the procedure below:

REPAIRER:

Please follow carefully: Prior to commencing any work on the vehicle contact Janssen Insurance Limited Claims Department on Phone 0800 526 7736 (0800 JANSSEN) and provide:

- a) Owner's policy number.
 - b) Registration number of vehicle.
 - c) Current odometer reading.
 - d) Owner's contact number.
 - e) Description of failure/faults.
 - f) Address at which the vehicle may be assessed.
5. Providing the Policy is valid and the repairs are of an insured nature, the Claims Department will issue the repairer with a Claims Form.
 6. There will be NO LIABILITY for payment where an Order Number has not been issued.
 7. Janssen Insurance Limited reserves the right to remove the vehicle to another repairer at Janssen Insurance Limited's absolute discretion.
 8. If repairs are not completed within 60 days from the date of issue of the Claims Form by Janssen Insurance Limited, then the claim relating to those repairs shall be deemed invalid.

PLEASE NOTE: *The claims procedure will only commence once all documentation pertaining to that claim is received and accepted by Janssen Insurance Limited.*

0800 JANSSEN

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Our Janssen Insurance family of products:

EliteCover 
With ROADSIDE

EliteCover+
With ROADSIDE

EcoCover 
With ROADSIDE

GAP Guaranteed
Asset Protection

LPI Lifestyle Protection
Insurance

RTV Return To Vehicle
Offer Sales Agreement

CVI Comprehensive
Vehicle Insurance
With ROADSIDE

ROADSIDE ASSIST
Unlimited callouts. 24 hours a day. 365 Days a year.

WWW.JANSSENINSURANCE.CO.NZ

Email: info@janssens.co.nz Postal address: PO BOX 14764, Panmure, Auckland 1741 Phone: 0800 526 7736

Roadside Assist Phone: 0508 476 237